

224-200611

REC-177

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NORTH ATLANTIC CONFERENCE OF PORT AUTHORITIES AGREEMENT

FMC AGREEMENT NO. _____

A Cooperative Working Agreement
Among United States Public Ports
In The North Atlantic Range



Federal Maritime Commission
Agreement No. _____

NORTH ATLANTIC CONFERENCE OF PORT AUTHORITIES

This Agreement entered into by and between the undersigned on the 23 rd day of January, 1992 witnesseth:

Whereas, each of the parties hereto is a public agency or body politic of a state or states bordering on the Atlantic Coast of the United States between and including the States of Maine and Virginia and owns, administers and/or operates public wharves and other terminal facilities within the limits of their respective ports or port districts, and carries on the business of developing and/or furnishing wharves, docks, warehouses, marine terminals or other terminal facilities in connection with a common carrier by water in foreign commerce and in interstate commerce on the high seas; and

Whereas, the parties hereto desire to enter into an agreement pursuant to the provisions of Section 15 of the Shipping Act of 1916, as amended and Section 5 of the Shipping Act of 1984 for the purpose, among other things, of permitting the establishment of minimum rates, charges, classifications, rules, regulations and practices applicable to and governing the use and operation of the public wharves and other terminal facilities at their respective ports; and

Whereas, the parties hereto desire to associate themselves in an association to promote fair and honorable

business practices among those engaged in the marine terminal industry, promote education and training in the public port industry, provide wherever practicable for a uniform position on relevant legislative and regulatory matters and to better serve the interests of the public.

Now therefore, it is agreed as follows:

Article I

1.01 The parties hereto hereby associate themselves in an association to be known as the "North Atlantic Conference of Port Authorities" hereinafter referred to as the "Conference".

Article II

Membership

2.01 Any public and governmental department, board, commission, agency, authority, organization or body, whether incorporated or unincorporated, in the North Atlantic Range in the states bordering on the Atlantic Coast or significant coastal inlets or estuaries between and including Maine and Virginia, exercising either governmental or proprietary powers, jurisdiction or authority and are charged with duties with respect to the planning, development or operation of one or more ports or harbors or with respect to the construction or maintenance of piers, wharves, terminals or other port or harbor facilities or improvements used in connection with the common carriage by water

in foreign commerce and interstate commerce on the high seas may be or become a party to this agreement.

2.02 Charter members of this Conference are:

Massachusetts Port Authority
Port Authority of New York and New Jersey
South Jersey Port Corporation
Delaware River Port Authority
Maryland Port Administration

2.03 Any organization or agency meeting the criteria of section 2.01 hereof may become a member of this Conference by indicating its desire to do so in writing addressed to the Chairman and setting forth a description of said organization or agency.

2.04 Such request for new membership shall be reviewed by the Executive Committee to determine whether the applicant meets the criteria of section 2.01 hereof and thereafter such a new membership shall be effective upon notification to the Federal Maritime Commission by the filing of a new or addendum to the signature page to this Agreement.

2.05 Any member may terminate its membership in the Conference by written notice to the Chairman of such termination. Termination shall be effective upon notification to the Federal Maritime Commission by the filing of a new or addendum to the signature page to this Agreement.

Article III

Purposes

3.01 The parties acting by and through their representatives shall from time to time meet to confer, discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, port administration and on matters of concern to the public port industry.

3.02 The parties shall from time to time sponsor and promote information and education programs on matters relating to the public port industry.

3.03 The parties shall, subject to the limitations in 4.02 hereof, consult with one another with relation to, and to establish port terminal rates and charges and rules and regulations for or in connection with services and facilities, including, but not limited to: wharfage (tollage), dockage, sheddage, free time, demurrage, usage, rents, storage, handling, loading and unloading, licenses, preferential assignments, and other privileges, charges, classifications, rules, regulations and practices it being expressly understood that the parties hereto may limit this agreement to the establishment of one rate, rule or regulation of a singular and particular character, as it may from time to time determine.

Article IV

Tariff Compliance

4.01 The parties agree to assess and collect all rates and/or charges for or in connection with traffic handled by them within the scope of this agreement, strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in their respective applicable tariffs or the applicable tariffs in effect for their respective regional jurisdiction, and that they will not in any respect deviate from or violate any of the terms of said tariffs; and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly illegally or unlawfully refunded and remitted in whole or in part in any manner or by any device.

4.02 The parties agree to consult with one another with relation to and to establish minimum port terminal rates and charges for or in connection with services and facilities, including but not limited to, wharfage (tollage), dockage, sheddage, free time, demurrage, usage, storage handling, loading and unloading, licenses, preferential assignments, and other privileges, charges, classifications, rules, regulations and practices. It is expressly understood that rate setting authority pursuant to this agreement is limited to the establishment of minimum rates and the parties hereto may in their discretion establish any rate or charge above that set by the parties as a minimum.

4.03 If a party desires to make a change in tariff rates or charges which results in rates or charges below the minimum

established pursuant to section 4.02 above, unanimous approval of all members is required for such change, provided, however, that in the event any such proposed change fails to receive unanimous approval as required, any party may take independent action with regard thereto in the manner hereinafter provided.

4.04 The parties agree that each of them shall promptly furnish to the Conference and to all members, amendments, supplements or reissues of their tariff.

4.05 It is understood that notwithstanding the limitations set forth in 4.02 above, the parties may in the future by supplement to this agreement, subject to the approval of the Federal Maritime Commission, broaden the authority regarding, among other things, the establishment of rates and charges.

Article V

Officers

5.01 The officers of the Conference shall be the Chairman, the Vice Chairman, the Secretary and Treasurer.

5.02 The Chairman shall call and preside at all meetings of the Conference and shall be responsible to call all meetings of the Conference as provided by this Agreement.

5.03 The Vice Chairman shall in the absence or disability of the Chairman perform all the duties of the Chairman and when so acting shall have all the powers of, and be subject to all the restrictions upon the Chairman.

5.04 The Secretary shall keep an accurate record of the proceedings of the Conference and shall issue all calls and notices ordered by the Chairman. He shall have custody of all official papers and minutes of the Association and shall furnish promptly to the Federal Maritime Commission and to each member of the Association a copy of the minutes of each meeting.

5.05 The Treasurer shall keep an accurate record of the receipts and disbursements of the Association, shall be responsible for the funds of the Conference and at the expiration of his term of office he shall turn over to his successor the funds of the Conference and the financial books and records.

5.06 The Chairman, Vice Chairman, Secretary and Treasurer shall constitute the Executive Committee of which the Chairman shall be Chairman. It shall carry on the customary routine executive duties of the Conference subject at all times to the directions and orders of the Conference.

Article VI

Election of Officers

6.01 The Officers shall be elected from among the members of the Conference by the members at the regular annual meeting to be held during the month of June each year. The officers so elected shall take office as of July 1 of the year elected and shall serve for a term of two years or until succeeded.

6.02 The officers shall be elected by the members by a majority vote and shall serve, without compensation for two years or until

their successors have been duly elected and installed in office. The voting shall be conducted as provided in Article IX hereof.

6.03 (a) Upon the effective date of this Agreement, the Officers of the North Atlantic Port Conference existing by virtue of a talking agreement filed with the Federal Maritime Commission as Agreement No. 224-010989 shall automatically become the interim Officers of the Conference.

(b) The interim Chairman shall within ninety (90) days of the effective date of this Agreement schedule a special meeting of the parties to elect officers. The officers elected at said special meeting will serve until July 1 next following their election. Thereafter elections will be held in the manner provided for in section 6.01 above.

6.04 Upon the vacation of any office the Chairman may, with the advice of the parties, fill the vacant office, in which case the officer appointed shall serve until July 1 next following the date of appointment.

Article VII

Committees

7.01 (a) The Chairman shall appoint such committees as may from time to time be necessary and such committees may meet from time to time as may be necessary to accomplish their assignments. The Chairman may participate ex-officio in any meeting held by a committee.

(b) The Chairman shall designate the Chairman of any committee appointed.

(c) A record of the proceedings of each committee shall be kept and shall be promptly furnished to the Secretary, the Chairman and the Federal Maritime Commission as required by applicable laws and regulations.

Article VIII

Meetings

8.01 Regular meetings of the Conference shall be held at least two times a year, one during the month of June and others as scheduled by the Chairman.

8.02 Special meetings of the Conference may be called by the Chairman at his own discretion or upon written request of one third (1/3) of the members. The purpose of such special meeting shall be set forth in the notice which shall be mailed by the secretary to the members at least ten (10) days before the date of the meeting, and no business other than that for which the meeting is called shall be transacted, provided however, if all members are present and unanimously agree, any other matters within the scope of this agreement may be dealt with at such meeting.

8.03 The Secretary shall give each member thirty (30) days prior written notice of a regular meeting with a written agenda of the matters to be dealt with.

8.04 Any member may recommend to the Chairman matters to be included on the agenda for each meeting but all matters on the agenda must be within the scope of this agreement.

8.05 The Chairman, at his discretion, when in his judgment time is of the essence may call a meeting by telephone and fix the date and purpose thereof. The notice of the call of any meeting by telephone shall be given by the Secretary to each member by telephone and by arranging a telephone conference on the date so fixed between the Chairman and all or so many of the members (but not less than one-half (1/2) of the membership of the Conference as may be available, and by stating at such telephone conference the manner of call of said meeting by telephone and the purposes for which such meeting is called. No business other than that which is within the purposes for which the meeting by telephone was called shall be transacted provided however, if all members are present and unanimously agree any other matters within the scope of this Agreement may be dealt with at such meeting by telephone. The Chairman shall preside at such meeting by telephone and shall entertain discussion, put matters to a vote and otherwise carry on the business of the meeting by telephone as if such meeting was a regular meeting of the Conference in person. A complete report of said meeting, including business conducted and decisions reached shall be transmitted by written report to all members within twenty (20) days after said meeting.

8.06 A quorum at any meeting of the Conference shall consist of a representation of not less than one-half of the members.

8.07 For the purpose of transacting business at a meeting of any committee, a quorum shall consist of not less than two-thirds (2/3) of the entire membership of said Committee.

8.08 The rules contained in the current edition of Robert's Rules of Order shall govern the Conference in all cases to which they are applicable and in which they are not inconsistent with this Agreement, or any special rules of order the Conference may adopt.

Article IX

Voting

9.01 Except as provided in Articles IV, V, VII and XI all action shall be taken in behalf of the Conference by a three-fourths (3/4) vote of the members.

9.02 Each member shall be entitled to one vote on any matter requiring such action and that vote shall be cast by the representative of each member who has been designated by the member at the beginning of the meeting or by the holder of a written proxy from such member.

9.03 No member of the Conference shall have the right to vote at any meeting, or to be represented on any committee or to participate in any other Conference activity, if delinquent in any payment of any assessment or if delinquent three (3) months or more in the payment of dues, and any such member so delinquent shall be excluded in determining the number of members required

to constitute a quorum, a majority vote, a three fourths vote or a unanimous vote, wherever such terms are used in this agreement.

Article X

Finances

10.01 Each member shall bear the expense of its own representatives attending any meeting held under the provisions of this Agreement.

10.02 An annual budget shall be prepared by the Executive Committee, and presented to the membership at the annual meeting. Adoption of the budget shall require a three-fourths (3/4) vote of the membership.

10.03 The annual dues for membership and the schedule of payment of said dues in the association shall be established by the members. In order to meet extraordinary expenses, the members shall have the power to levy assessments, which assessments shall be established by the members. Such assessments shall be payable when levied, and shall become delinquent three (3) months after the date of mailing notice thereof to each member.

Article XI

Amendments

11.01 This Agreement may be amended at any regular or special meeting of the membership of the Conference but any proposal to amend this Agreement shall be submitted in writing. The

unanimous vote of all the parties hereto shall be required for adoption of any amendment.

11.02 No amendments of this Agreement shall become effective until approval by the Federal Maritime Commission pursuant to the Shipping Act of 1916 as amended and the Shipping Act of 1984.

Article XII

Shipper Complaints

12.01 Any user of the services or facilities of the members of the Conference or any other interested party desiring a hearing before the Conference with regard to rates, charges, rules and regulations contained in the respective tariffs of the parties hereto, adopted and filed pursuant to this agreement, may apply for and shall be granted a hearing thereon before appropriate representatives of the Conference.

12.02 Requests and complaints made pursuant to section 12.01 above with respect to any such rates, charges, rules and regulations and/or practices, adopted pursuant to this agreement, may be made by filing a statement thereof with the Chairman or with the director of any one of the members of the Conference at the address published in the respective tariffs of said members.

12.03 The Conference Chairman shall promptly give notice by mail to such shipper or complainant of the docketing of the matter and of the date of the proposed meeting of the members of the Conference at which the subject will be considered. If said

shipper or complainant desires to be heard, he shall make a request therefor upon the Chairman in advance of the meeting.

12.04 The parties hereto shall publish in their respective tariffs full instructions as to where and by what method shippers may file such requests and complaints, as well as any and all changes made in such instructions.

12.05 The Secretary shall maintain for a period of two years a complete record of requests and complaints filed by shippers or complainants.

12.06 Any action by the Conference pursuant to this article will not abridge the right of individual action under the provisions of Article XIII.

Article XIII

Independent Action

13.01 With respect to any actions to be taken or procedures to be followed under this Agreement, any party hereto, after ten days' written notice to the other members of the Conference, may take action or follow procedures independent of those agreed upon by the Conference.

Article XIV

Effective Date

14.01 This Agreement shall become effective upon approval by the Federal Maritime Commission pursuant to Section 15 of the Shipping Act of 1916 as amended and Section 5 of the Shipping Act of 1984.

Article XV

Miscellaneous

15.01 Any reference herein to a person of one gender shall be construed to refer to persons of either gender.

In Witness Whereof, the parties hereto have caused this Agreement to be executed, in multiple copies, by their respective offices, thereunto duly authorized, as of the day, month and year hereinabove first written.

There follows on separate pages, duly executed and acknowledged signatures of authorized officials of each member party hereto.

This Agreement, executed the 8 day of November, 1991, by the Massachusetts Port Authority a Public Agency herein represented by and through its Secretary Treasurer, George O'Brien, herein duly authorized by resolution adopted by said authority on the 15th day of August, 1991, certified copy of which is annexed hereto.

Witness Marcia Campbell BY: _____

Before me, the undersigned authority, personally appeared George O'Brien, to me well known who signed the foregoing agreement entitled North Atlantic Association of Port Authorities in my presence and in the presence of the subscribing witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Massachusetts Port Authority as he was duly authorized to do, for the objects and purposes therein set forth.

Marguerite Imperato
Notary Public

My Commission Expires: 1/13/95

This Agreement, executed the 21st day of November, 1991,
by the South Jersey Port Corporation an Agency of State of
New Jersey herein represented by and through its Executive
Director & CEO, Joseph A. Balzano, herein duly authorized
by resolution adopted by said agency on the 29th day of October
1991,

Joseph A. Balzano

Witness

By:

[Signature]

State of New Jersey

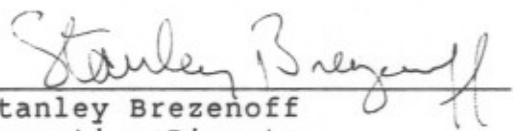
County of Camden

Before me, the undersigned authority, personally
appeared Joseph A. Balzano, to me well known who signed
the foregoing agreement entitled North Atlantic Association of
Port Authorities in my presence and in the presence of the
subscribing witnesses and who being duly sworn, did depose and
say that he signed the same as the free act and deed of the said
South Jersey Port Corporation as he was duly authorized to do,
for the objects and purposes therein set forth.

Floyd T. Greenwald
Notary Public

FLOYD T. GREENWALD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 21, 1996


This Agreement, executed the 22nd day of October, 1991,
by The Port Authority of New York and New Jersey, a bi-State
agency of the States of New Jersey and New York, herein
represented by and through its Executive Director, Stanley
Brezenoff, herein duly authorized by resolution adopted by said
agency on the 8th day of August, 1991, certified copy of which is
annexed hereto.


Stanley Brezenoff
Executive Director
The Port Authority of New York
and New Jersey

Witness:

State of New York
County of New York

Before me, the undersigned authority, personally
appeared Stanley Brezenoff, to me well known who signed the
foregoing agreement entitled North Atlantic Association of Port
Authorities in my presence and in the presence of the subscribing
witnesses and who being duly sworn, did depose and say that he
signed the same as the free act and deed of the said Port
Authority of New York and New Jersey as he was duly authorized to
do, for the objects and purposes therein set forth.


Notary Public

I, KAREN S. de BARTOLOME', the Secretary of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States, hereby certify

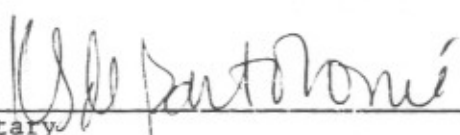
THAT annexed hereto is a true and correct transcript from the Official Minutes of a meeting of The Port Authority of New York and New Jersey, duly held on the 8th day of August, 1991, containing the following resolution or resolutions:

North Atlantic Conference of Port Authority Agreement

THAT (except as hereinafter stated) it appears from the Official Minutes of The Port Authority of New York and New Jersey that the said resolution or resolutions were duly and unanimously adopted by the Commissioners of The Port Authority of New York and New Jersey and are now in full force and effect.

No Exceptions

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Official Seal of The Port Authority of New York and New Jersey this 23rd day of January, 1992.


Secretary

The Port Authority of New York and New Jersey

North Atlantic Conference of Port Authorities Agreement

At the present time, the ports of the North Atlantic range lack the legal ability to confer on issues relating to rates and services at the facilities owned, managed or operated by them or to establish levels of rates to be charged for the use of said facilities. The North Atlantic alone, among the port ranges in the United States, does not have a conference consisting of public port agencies. Under the terms of the Shipping Acts, to establish such a conference, it is necessary to file a conference agreement with the Federal Maritime Commission setting forth the terms under which the conference is established. The establishment of this conference will permit The Port Authority of New York and New Jersey, along with other member port agencies, to meet periodically to exchange information regarding the operation of public port facilities; to exchange information on rates and charges as well as service issues; to consult with one another in relation to rates, charges, rules and regulations and other issues relating to or in connection with services and facilities. It has been the experience of other port authorities in the United States that this type of conference provides the members with the opportunity and ability not only to exchange information but to rationalize rates and services within the port range. Similar conferences are in existence for all other port ranges in the United States, namely South Atlantic, the Gulf, California and the Northwest.

The Conference Agreement will become effective upon approval by the Federal Maritime Commission. Pursuant to the requirements of the Shipping Acts, the Conference Agreement will provide for the right of independent action by any of the members. It will also permit any member to withdraw from the conference upon the appropriate notification to the conference and the Federal Maritime Commission.

Pursuant to the foregoing report, the following resolution was unanimously adopted:

RESOLVED, that the Executive Director be, and he hereby is authorized, for and on behalf of the Port Authority, to enter into a Conference Agreement with other port agencies in the North Atlantic range; the form of such agreement shall be subject to approval by General Counsel or his authorized representative.

This Agreement entitled North Atlantic Association of Port Authorities, executed the 26 day of November 1991, by the Delaware River Port Authority, a public corporate instrumentality of the Commonwealth of Pennsylvania and the State of New Jersey, herein represented by and through its Executive Director, Eugene J. McCaffrey, herein duly authorized by resolution adopted by said agency on the 18th day of September, 1991, certified copy of which is annexed hereto.

Attest:


Secretary

(Seal)

DELAWARE RIVER PORT AUTHORITY

By: 

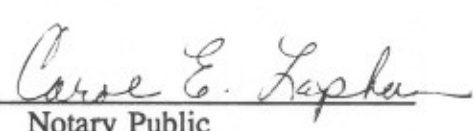
EUGENE J. McCAFFREY
Executive Director

State of New Jersey

County of Camden

Before me, the undersigned authority, personally appeared Eugene J. McCaffrey, to me well known who signed the foregoing agreement entitled North Atlantic Association of Port Authorities in my presence and in the presence of the subscribing witnesses and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Delaware River Port Authority as he was duly authorized to do, for the objects and purposes set forth.

11/26/91
Date

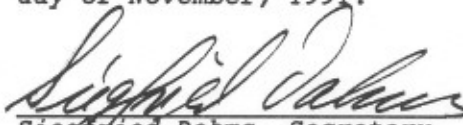

Notary Public

CAROL E. LAPHAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 16, 1992

DELAWARE RIVER PORT AUTHORITY
of
Pennsylvania and New Jersey
Bridge Plaza
Camden, New Jersey 08101

I, SIEGFRIED DAHMS, Secretary of the Delaware River Port Authority, Hereby Certify the attached to be a true and correct copy of a Resolution duly adopted by the Authority at its meeting of September 18, 1991, and that said Resolution has been compared by me with the original thereof recorded in the official Minute book of the Authority and that said Resolution has not been altered, amended or repealed, but is in full force and effect. The attached Resolution is in regard to North Atlantic Conference of Port Authorities.

IN WITNESS WHEREOF, I have
hereunto set my hand and seal
of said Authority, this 26th
day of November, 1991.


Siegfried Dahms, Secretary

Seal

RESOLUTION

- WHEREAS:** The Delaware River Port Authority has been a member of the North Atlantic Talking Agreement, an association of public port agencies from Maine to Virginia, and
- WHEREAS:** The North Atlantic Talking Agreement expires in October 1991, and
- WHEREAS:** A new association, the North Atlantic Conference of Port Authorities, is being proposed, and
- WHEREAS:** The North Atlantic Conference of Port Authorities will permit public port agencies to confer and exchange information with respect to issues regarding public port facilities and to establish certain levels of rates to be charged for the use of these facilities; now therefore,
- BE IT RESOLVED:** That the proper officers of the Delaware River Port Authority be and hereby are authorized to enter into a Conference Agreement with other public port agencies in the North Atlantic range in a form approved by the General Counsel.

World Trade Committee 8/21/91

This Agreement, executed the 7th day of January,
1992, by the Maryland Port Administration a _____
_____ herein represented by and through its
Executive Director, Adrian G. Teel, herein duly authorized by
resolution adopted by said agency on the 7th day of January,
1992, certified copy of which is annexed hereto.

Adrian G. Teel
Executive Director
Maryland Port Administration

Witness

By: Kathleen Kotula

State of Maryland
County of Balto.

Before me, the undersigned authority, personally
appeared Adrian Teel, to me well known who signed
the foregoing agreement entitled North Atlantic Association of
Port Authorities in my presence and in the presence of the
subscribing witnesses and who being duly sworn, did depose and
say that he signed the same as the free act and deed of the said
_____ as he was duly authorized to
do, for the objects and purposes therein set forth.

Gayle C. Cohen
Notary Public

My Commission
Expires Mar 1, 1992

224-200611-001


AMENDMENT TO AGREEMENT
NORTH ATLANTIC CONFERENCE OF PORT AUTHORITIES

RECEIVED

'92 MAY 28 AM 1:04

Pursuant to Sections 2.03 and 2.04 of the North Atlantic Conference of Port Authorities Agreement, the New Hampshire State Port Authority has requested and been found eligible for admission to this Conference, said membership to take effect upon filing of an appropriate signature page with the Federal Maritime Commission, and, in consideration of said premises, the New Hampshire Port Authority hereby agrees to the terms and conditions of said Conference Agreement.

Witness the signature of the Stephen Foss, Chairman, New Hampshire State Port Authority, as authorized by resolution of the Port Authority adopted on February 19, 1992, which has been affixed hereto on this the 31st day of March, 1992.



Stephen Foss, Chairman
New Hampshire State Port Authority

Acknowledgment and Attestation

State of New Hampshire)
County of Rockingham) ss.

On March 31, 1992, before me, the undersigned authority, in the state and county aforesaid, personally appeared Stephen Foss, known by me to be the person who signed the foregoing document entitled "Amendment to Agreement, North Atlantic Conference of Port Authorities," and who, being duly sworn, did depose and say that he is the duly designated Chairman of the New Hampshire State Port Authority, that he was authorized by resolution of the New Hampshire State Port Authority to sign said document on its behalf, and that he signed the same as the free act and deed of the New Hampshire State Port Authority.



Notary Public/Justice of the Peace

My Commission Expires:

224-200611-002

This Agreement, executed the 30th day of December 1992, by The City of New York, acting by and through its Department of Business Services, herein represented by and through its Commissioner, Wallace L. Ford II,

THE CITY OF NEW YORK

By: _____

Wallace L. Ford II
Commissioner, Department
of Business Services

Witness: _____



Before me, the undersigned authority, personally appeared Wallace L. Ford II, to me well known and known to be the Commissioner of the Department of Business Services of The City of New York, who signed the foregoing agreement entitled North Atlantic Association of Port Authorities in my presence and in the presence of the subscribing witness and who being duly sworn, did depose and say that he signed the same as the free act and deed of said The City of New York as he was duly authorized to do, for the objects and purposes therein set forth.

Notary Public

Notary Public, New York
Notary Public, New York
Notary Public, New York
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224-200611-003

AGREEMENT NO. 224-200611

AMENDMENT TO AGREEMENT
NORTH ATLANTIC CONFERENCE OF PORT AUTHORITIES

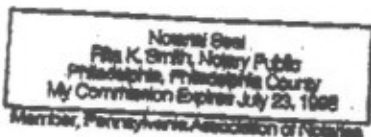
Pursuant to Sections 2.03 and 2.04 of the North Atlantic Conference of Port Authorities Agreement, The Port of Philadelphia and Camden, Inc. has requested and been found eligible for admission to this conference, said membership to take effect upon filing of an appropriate signature page with the Federal Maritime Commission, and, in consideration of said premises, The Port of Philadelphia and Camden, Inc. hereby agrees to the terms and conditions of said Conference Agreement.

Executed this 4th day of December, 1995.


Paul D. DeMariano

Before me, the undersigned authority, personally appeared Paul D. DeMariano, to me well known who signed the foregoing document entitled "Amendment to Agreement North Atlantic Conference of Port Authorities" in my presence and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Port of Philadelphia and Camden, Inc., as he was duly authorized to do, for the objects and purposes therein set forth.


Rita K. Smith
Notary Public



224-200611-004

AGREEMENT NO. 224-200611

AMENDMENT TO AGREEMENT
NORTH ATLANTIC CONFERENCE OF PORT AUTHORITIES

Pursuant to Sections 2.03 and 2.04 of the North Atlantic Conference of Port Authorities Agreement, Diamond State Port Corporation, represented by its Chair, Edward J. Freel (duly authorized by resolution adopted by the Corporation on the 21st day of March, 1996, certified copy of which is annexed hereto), has requested and been found eligible for admission to this conference, said membership to take effect upon filing of an appropriate signature page with the Federal Maritime Commission, and, in consideration of said premises, Diamond State Port Corporation hereby agrees to the terms and conditions of said Conference Agreement.

Executed this 31st day of May, 1996.

ATTEST:

Richard G. Bensberg
Secretary

Diamond State Port Corporation

By: Ed J. Freel
Edward J. Freel, Chair



Before me, the undersigned authority, personally appeared Edward J. Freel, to me well known who signed the foregoing document entitled "Amendment to Agreement North Atlantic Conference of Port Authorities" in my presence and who being duly sworn, did depose and say that he signed the same as the free act and deed of the said Diamond State Port Corporation, as he was duly authorized to do, for the objects and purposes therein set forth.

Date: 5/31/96

S. Joann P. Brittingham
Notary Public

S. Joann P. Brittingham

Notary Public

State of Delaware

County of New Castle

My term expires 6/30/98

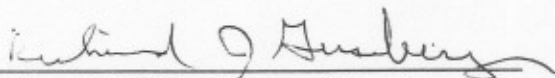
DIAMOND STATE PORT CORPORATION

P.O. Box 1191

Wilmington, Delaware 19899

I, Richard J. Geisenberger, Secretary of the Diamond State Port Corporation, hereby certify the attached to be a true and correct copy of Resolution 96-30 duly adopted by the Corporation at its meeting of March 21, 1996, and that said Resolution has been compared by me with the original thereof recorded in the official Minute book of the Corporation and that said Resolution has not been altered, amended or repealed, but is in full force and effect. The attached Resolution is in regard to North Atlantic Conference of Port Authorities.

IN WITNESS WHEREOF, I have
hereunto set my hand and seal of said
Corporation, this 31st day of May, 1996.


Richard J. Geisenberger, Secretary

Seal:

RESOLUTION 96 - 30

NORTH ATLANTIC CONFERENCE OF PORT AUTHORITIES

WHEREAS, the North Atlantic Conference of Port Authorities Agreement ("NACPA Agreement"), filed in 1992 with the Federal Maritime Commission, pursuant to the Shipping Act of 1984, enables signatory ports to confer and fix uniform marine terminal rates, charges, practices and conditions of service with respect to ocean transportation in the foreign commerce of the United States; and

WHEREAS, the signatory ports to date consist of the Massachusetts Port Authority, the Port Authority of New York and New Jersey, the Port of New Hampshire, the New York Economic Development Corporation, the South Jersey Port Corporation, the Delaware River Port Authority, the Port of Philadelphia and Camden, and the Maryland Port Administration; and

WHEREAS, under the terms of the Shipping Act of 1984, participation in the NACPA will permit the Diamond State Port Corporation to meet periodically with other members to exchange information regarding the operation of these ports and to consult and exchange information regarding services and facilities including, but not limited to, wharfage (tollage), dockage, sheddage, free time, demurrage, usage, rents, storage, handling, loading and unloading, licenses, preferential assignments and other privileges, charges, classifications, rules, regulations and practices and to establish minimum rates and charges for or in connection with services and facilities, applicable to all of these ports as they relate to foreign commerce, and to do so without violating federal antitrust laws; and

WHEREAS, the fixing of minimum rates and charges pursuant to Section 4.02 of the Agreement will be taken by an action pursuant to Section 9.01 of the Agreement by a three-fourths vote of all members of the NACPA and, if such minimum rates and charges are fixed, the Diamond State Port Corporation has the discretion to establish any rate or charge above that minimum but may only charge rates or charges below the minimum pursuant to Section 4.03 of the Agreement with the unanimous approval of all members or, if such approval is not obtained, by independent action of any member pursuant to Section 13.01 of the Agreement after ten days' written notice to other parties to the Agreement; and

WHEREAS, the Agreement specifically provides that any member may terminate its membership by written notice to the Chairman and that termination will be effective upon notification to the Federal Maritime Commission by filing a new or amended signature page to the Agreement; and

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WHEREAS, the Agreement contemplates the preparation of an annual budget approved by a three-fourths vote of the membership and the fixing of dues for members pursuant to Sections 10.02 and 10.03 of the Agreement but no such budgets or dues have been approved or fixed; and

WHEREAS, in light of all of the foregoing, the Board of Directors of the Diamond State Port Corporation believes that it is in the interests of the Corporation to execute the Agreement and to become a member of NACPA in order to gather appropriate information relating to foreign commerce and, when appropriate, consider the fixing of minimum rates and charges relating to the foreign commerce of the Port, in accordance with the Shipping Act of 1984, and to consider pursuing the other purposes of the Agreement relating to foreign commerce only.

NOW, THEREFORE, BE IT RESOLVED that the Chair is hereby authorized on behalf of the Diamond State Port Corporation to execute the Agreement subject to further and final review and advice of counsel to the Corporation. FURTHER RESOLVED, that the Executive Director is hereby instructed to seek the advice of counsel and approval of the Board of Directors prior to agreeing to the establishment of minimum rates or charges to ensure that the full impact of such minimum rates or charges on domestic commerce has been full considered.